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16 *Interim Class Counsel for Plaintiffs*

17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**

19 JOHN PRUTSMAN, AMIRA MARTZ,
20 SIMCHA RINGEL, NAIOMI MARDEN,
21 ALANA BALAGOT, CORINNE
22 WARREN, SUNNY LAI, AND DAVID
23 KLEIN, INDIVIDUALLY AND ON
24 BEHALF OF ALL OTHERS SIMILARLY
SITUATED,

PLAINTIFFS,

VS.

NONSTOP ADMINISTRATION AND
INSURANCE SERVICES, INC.;
INCLUSIVE,

DEFENDANT.

Case No. 3:23-CV-01131-RFL

Hon. Rita F. Lin

FINAL APPROVAL ORDER

This Document Relates To: All Actions

1 Before the Court are Plaintiffs' Unopposed Motion for Final Approval of Class Action
2 Settlement (the "Final Approval Motion")¹ and Plaintiffs' Unopposed Motion for Attorneys' Fees,
3 Costs, Expenses, and Service Awards (the "Fees, Costs, and Service Awards Motion") (ECF No.
4 119). Having fully considered the issues, the Court hereby **GRANTS** the Final Approval Motion
5 and **GRANTS IN PART AND DENIES IN PART** the Fees, Costs, and Service Awards Motion
6 and orders as follows:

7 Pursuant to the notice requirements set forth in the Settlement Agreement and in the
8 Court's October 15, 2024 Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval
9 of Class Action Settlement ("Preliminary Approval Order") (ECF No. 110), the Settlement Class
10 was notified of the terms of the proposed Settlement, of the right of members of the Settlement
11 Class to opt-out or object, and of the right of members of the Settlement Class to be heard at a
12 Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the
13 Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated
14 by the Settlement Agreement; and (2) whether judgment should be entered dismissing this Action
15 with prejudice.

16 A Final Fairness Hearing was held on March 18, 2025. Prior to the Final Fairness Hearing,
17 on December 27, 2024, Plaintiffs filed the Fees, Costs, and Service Awards Motion, and on March
18 4, 2025, Plaintiffs filed the Final Approval Motion. On March 13, 2025, in response to a Court
19 order, Plaintiffs filed supplemental briefing responding to concerns raised by the sole objector and
20 providing information about the total hours and corresponding tasks performed by each attorney.
21 Counsel for the parties appeared via Zoom and presented arguments in support of final approval
22 of the Settlement.

23 Having heard the presentation of Class Counsel and Defendant's counsel, having reviewed
24 all of the submissions presented with respect to the proposed Settlement, having considered the
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26 ¹ The terms of the settlement are set forth in a Settlement Agreement with accompanying exhibits
27 attached as Exhibit 1 to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action
Settlement (ECF No. 101) (the "Settlement").

1 Fees, Costs, and Service Awards Motion, and having reviewed the materials in support thereof,
2 for the reasons stated on the record during the Final Fairness Hearing and the Preliminary Approval
3 Hearing on October 15, 2024, and for good cause appearing,

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6 **IT IS HEREBY ORDERED** that:

7 1. The Final Approval Motion and the Fees, Costs, and Service Awards Motion are
8 **GRANTED** as stated herein.

9 2. The Settlement, including the exhibits attached thereto, is approved as fair,
10 reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure.
11 This Final Approval Order incorporates by reference the definitions in the Settlement Agreement,
12 and all capitalized terms used herein shall have the same meaning as set forth in the Settlement
13 Agreement unless otherwise set forth in this Order.

14 3. Jurisdiction: The Court has jurisdiction over the subject matter of this Action and
15 over all claims raised therein and all parties thereto, including the Settlement Class.

16 4. The Settlement is Fair, Reasonable, and Adequate: The Court finds that the
17 Settlement was entered into by the parties for the purpose of settling and compromising disputed
18 claims, and is fair, reasonable, and adequate, and in the best interests of all those affected by it.
19 The Settlement Agreement was entered in good faith following informed, arm's-length
20 negotiations conducted by experienced counsel with the assistance of a well-respected mediator,
21 and is non-collusive.

22 5. Class Certification for Settlement Purposes Only: For purposes of the Settlement
23 only, the Court finds and determines that the Action may proceed as a class action under Rule
24 23(b)(3) of the Federal Rules of Civil Procedure, and that: (a) the Settlement Class certified herein
25 is sufficiently numerous, as it includes approximately 114,657 people, and joinder of all such
26 persons would be impracticable; (b) there are questions of law and fact that are common to the
27 Settlement Class, and those questions of law and fact common to the Settlement Class predominate

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1 over any questions affecting any individual Settlement Class Member; (c) the claims of the
2 Plaintiffs are typical of the claims of the Settlement Class they seek to represent for purposes of
3 settlement; (d) a class action on behalf of the Settlement Class is superior to other available means
4 of adjudicating this dispute; and (e) as set forth below, Plaintiffs and Class Counsel are adequate
5 representatives of the Settlement Class. The proposed Class satisfies all of Rule 23's requirements,
6 so the Court will finally certify the Settlement Class. Defendant retains all rights to assert that this
7 action may not be certified as a class action, other than for settlement purposes.

8 6. Class Definition: The Court hereby certifies, for settlement purposes only, a
9 Settlement Class defined as follows:

10 All individuals within the United States of America whose PHI/PII was exposed to
11 unauthorized third parties as a result of the data breach discovered by Defendant on
or about December 22, 2022.

12 7. Class Notice: The approved Notice Program provided for a copy of the Short Form
13 Notice to be mailed to all members of the Class who have been identified by Defendant through
14 its records with a mailing address, and additional notice via the Long Form Notice posted on the
15 Settlement Website for those whose mailing addresses were not available within Defendant's
16 records. For mailed notices returned with a forwarding address, the Settlement Administrator
17 mailed Short Form Notices to the forwarding addresses. The Settlement Administrator maintained
18 the Settlement Website, which provided information about the Settlement, including copies of
19 relevant Court documents, the Settlement Agreement, the Long Form Notice, and the Claim Form.
20 The Settlement Administrator also maintained a toll-free help line with interactive voice response
21 to address Settlement Class Members' inquiries.

22 8. Findings Concerning Notice: The Court finds and determines that the Notice
23 Program, preliminarily approved on October 15, 2024, constituted the best notice practicable under
24 the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all
25 persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule
26 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and
27 rules. The Notice Program involved direct notice via mail and the Settlement Website providing
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1 details of the Settlement, including the benefits available, how to exclude or object to the
2 Settlement, when the Final Fairness Hearing would be held, and how to inquire further about
3 details of the Settlement. The Court further finds that all of the notices are written in plain language
4 and are readily understandable by Settlement Class Members. The Court further finds that notice
5 has been provided to the appropriate state and federal officials in accordance with the requirements
6 of the Class Action Fairness Act, 28 U.S.C. § 1715.

7 9. Appointment of Class Representatives: The Court appoints John Prutsman, Amira
8 Martz, Simcha Ringel, Naomi Marden, Alana Balagot, Corrine Warren, Sunny Lai, and David
9 Klein as Class Representatives of the Settlement Class pursuant to Federal Rules of Civil
10 Procedure Rule 23(a).

11 10. Appointment of Class Counsel: The Court appoints Plaintiffs' attorneys Gary M.
12 Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; and Scott E. Cole of Cole & Van
13 Note as Settlement Class Counsel.

14 11. Exclusion from Class: Any person falling within the definition of the Settlement
15 Class had the opportunity, upon request, to be excluded or "opt out" from the Class. The one person
16 who opted to be excluded from the Settlement shall have no rights under the Settlement, shall not
17 share in the distribution of the Settlement benefits, and shall not be bound by the Settlement or any
18 final judgment entered in this Action.

19 12. Objections and Appearances: Any Class Member had the opportunity to enter an
20 appearance in the Action, individually or through counsel of their own choice. Any Class Member
21 also had the opportunity to object to the Settlement and the attorneys' fees and expenses award
22 and to appear at the Fairness Hearing and show cause, if any, why the Settlement should not be
23 approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered
24 thereon, why the Settlement should not be approved, or why the attorneys' fees and expenses
25 award should not be granted, as set forth in the Court's Preliminary Approval Order. One class
26 member filed an objection to the proposed settlement. For the reasons stated at the Final Fairness
27 Hearing, the Court recognizes the valid concerns raised by the class member, but also finds those
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1 concerns are adequately addressed by the option of exclusion. The objection does not change the
2 determination that, overall, the settlement is fair, reasonable, and adequate. Any Settlement Class
3 Member who did not make their objections in the manner and by the date set forth in the Court's
4 Preliminary Approval Order shall be deemed to have waived any objections and shall be forever
5 barred from raising such objections in this or any other action or proceeding, absent further order
6 of the Court.

7 13. Release: Upon the entry of this Order, Plaintiffs and each of all the Settlement Class
8 Members, and Plaintiff's Counsel shall have, fully, finally, and forever released, relinquished, and
9 discharged Nonstop of all claims based upon or arising out of the institution, prosecution, assertion,
10 settlement, or resolution of the Action or the Released Claims, except for enforcement of the
11 Settlement Agreement and except as to Class Members who submit a timely and valid Request for
12 Exclusion from the Settlement.

13 14. Attorneys' Fees and Costs: Class Counsel moved for an award of attorneys' fees
14 and litigation expenses on December 27, 2024, which Defendant did not oppose. Class Counsel
15 requested \$533,333.33 in attorneys' fees and \$14,696.96 in litigation costs. For the reasons stated
16 on the record at the Final Fairness Hearing, the Court is unable to calculate the lodestar based on
17 the information provided by counsel, which lacks sufficient detail to allow a determination of the
18 reasonable fees incurred. Accordingly, fees will be calculated as a percentage of the common
19 fund, and will be awarded using the customary 25% benchmark of the \$1.6 million common fund.
20 Counsel has not identified a basis to depart from that benchmark in this case, which was resolved
21 at an early stage. Counsel's declarations offered only conclusory information as to the extent of
22 pre-litigation investigation or fact development through discovery and mediation. Accordingly,
23 Class Counsel are awarded attorneys' fees in the amount of \$400,000.00 and litigation costs in the
24 amount of \$14,696.96. This amount shall be paid from the Settlement Fund in accordance with the
25 terms of the Settlement.

26 15. Counsel for the Settlement Class shall file Post-Distribution Accounting within
27 twenty-one (21) days after settlement checks have become stale, using the Court's Post-
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1 Distribution Accounting Form (available at <https://cand.uscourts.gov/forms/civil-forms/>) and file
2 it as ECF event “Post-Distribution Accounting” under Civil Events > Other Filings > Other
3 Documents. Ten percent of Class Counsel’s awarded attorneys’ fees shall remain in the Settlement
4 Fund until after Class Counsel files the necessary Post-Distribution Accounting, as described
5 herein, and the Court authorizes the release to Class Counsel of the attorneys’ fees remaining in
6 the Settlement Fund.

7 16. Service Awards: Plaintiffs moved for their Service Awards on December 27, 2024,
8 which Defendant did not oppose. Plaintiffs each requested a service award of \$2,500. The Court
9 finds that Plaintiffs’ requests for Service Awards are fair and reasonable, particularly in light of
10 the results obtained for the Settlement Class as a direct result of Plaintiffs’ willingness to act as
11 class representatives and assist Class Counsel in this litigation. Accordingly, Plaintiffs are each
12 awarded a Service Award in the amount of \$2,500. These amounts shall be paid from the
13 Settlement Fund in accordance with the terms of the Settlement.

14 17. Payment to Settlement Class Members: The Claims Administrator shall make all
15 required payments from the Settlement Fund in accordance with the amounts and the times set
16 forth in the Settlement Agreement, including all payments to Settlement Class Members who
17 submitted an approved claim, for the attorneys’ fees and costs, for the service awards, and for all
18 settlement administration costs.

19 18. Dismissal with Prejudice: The above-captioned Action is hereby **DISMISSED**
20 **WITH PREJUDICE**. Except as otherwise provided in this Final Approval Order, the parties shall
21 bear their own costs and attorneys’ fees. Without affecting the finality of the Judgment hereby
22 entered, the Court reserves jurisdiction over the implementation of the Settlement, including
23 enforcement and administration of the Settlement Agreement.

24 19. Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (ECF
25 No. 124) is **GRANTED**; and Plaintiffs’ Unopposed Motion for Attorneys’ Fees, Costs, Expenses,
26 and Service Awards (ECF No. 119) is **GRANTED IN PART AND DENIED IN PART** as stated
27 above.

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1 20. The Clerk is directed to enter Final Judgment, **CLOSE THIS CASE**, and
2 **TERMINATE** any pending motions as **MOOT**.

3 **IT IS SO ORDERED.**

4 Dated: March 18, 2025

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7 THE HONORABLE RITA F. LIN

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